



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://cao.co.la.ca.us>

DAVID E. JANSSEN
Chief Administrative Officer

August 30, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**GRANT OF EASEMENT TO SAN MARCO HILL, INC.
2264 SAN MARCO DRIVE, HOLLYWOOD
(THIRD DISTRICT) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the proposed conveyance of an easement is exempt from the California Environmental Quality Act (CEQA).
2. Approve the grant of an easement to San Marco Hill, Inc., over a portion of the subject property for the purpose of installing and maintaining an underground sanitary sewer line and instruct the Chair to execute the attached easement deed.
3. Authorize the Auditor-Controller to deposit the sum of \$3,750, received as consideration for the granting of the easement, in the Asset Development Implementation Fund.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to grant an easement over a portion of the roadway commonly known as San Marco Drive to San Marco Hill, Inc. for the purpose of installing and maintaining an underground sewer pipe to serve homes to be built on San Marco Drive east of the County-owned property.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

Implementation of Strategic Plan Goals

The granting of this easement is in response to an appeal from a neighboring property owner. It is consistent with the Strategic Plan goal of service excellence (Goal 1) and represents an appropriate response to the needs of this constituent. Furthermore, charging a market rate value for the grant of this real estate interest is fiscally responsible in accordance with Goal 4.

FISCAL IMPACT/FINANCING

The Chief Administrative Office has determined the fair market value of the easement to be \$3,750. In addition, the CAO is charging a processing fee of \$3,000 to offset administrative expenses incurred in the preparation and processing of this request. The total sum of \$6,750 has been received from San Marco Hill, Inc., \$3,750 of which will be deposited into the Asset Development Implementation Fund and the remainder will be credited to CAO costs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed action is authorized by the Government Code Section 25526.5 which allows the conveyance of real property rights which do not interfere with County or other public purposes.

The area of the easement is 280 square feet and is granted in perpetuity. The County-owned property is improved with a 20 foot wide road that serves as San Marco Drive. Typically public roads are built in a dedicated right of way allowing the installation of utilities; however, due to existing hillside conditions, when San Marco Drive was built in the 1930's, the contractor deviated for a distance of 75 feet from the right of way, over what is now County-owned land. Whereas San Marco Drive will continue to be used as a public street, the granting of this easement will not interfere with the County's use of the property.

Notice of your Board's intended action has been posted in a public place for five working days prior to the date of this letter as required by the Government Code.

ENVIRONMENTAL DOCUMENTATION

The granting of this proposed easement is considered a minor alteration to land which is a Class 4 categorical exemption from CEQA as provided pursuant to Section 15304 of the State CEQA guidelines. This categorical exemption is also provided pursuant to the revised Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987.

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August 30, 2005
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IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact to the existing services at the County facility located at the subject property or to any future capital projects being considered for the site. The Department of Parks and Recreation, which has administrative control of the adjacent Ford Amphitheatre property, has no objections to the proposed easement.

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors, return an executed easement deed, two certified copies of the Minute Order, and the adopted stamped Board letter to the CAO Real Estate Division at 222 South Hill Street, 3rd Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,



DAVID E. JANSSEN
Chief Administrative Officer

DEJ:CWW
CB:CK:cc

Attachment

c: Auditor-Controller
County Counsel
Parks and Recreation

2264Easement.b

RECORDING REQUESTED BY:

County of Los Angeles

AND MAIL TO:

San Marco Hill, Inc.

337 1/2 Rose Avenue

Venice, CA 90291

Space above this line for Recorder's use

TAX PARCEL: 5576-005-902

EASEMENT DEED

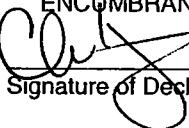
DOCUMENTARY TRANSFER TAX

COUNTY OF LOS ANGELES \$ 4.13

CITY OF Los Angeles \$ 16.88

TOTAL TAX \$ 21.01

☒ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,
☐ OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING, AT TIME OF SALE.


Signature of Declarant or Agent determining tax.

COUNTY OF LOS ANGELES
Firm Name

The **COUNTY OF LOS ANGELES**, a body corporate and politic, hereinafter referred to as "Grantor", for valuable consideration, receipt of which is hereby acknowledged, does hereby grant to **SAN MARCO HILL, INC.**, hereinafter referred to as "Grantee", an easement for the purposes of installing, maintaining, and repairing underground sewer utility service including piping and service conduit, and no other purposes, upon the real property located in City of Los Angeles, County of Los Angeles, State of California, described in Exhibit "A", hereinafter referred to as the "Property", which is attached hereto and by this reference made a part thereof.

Subject to all matters of record and to the following reservations and conditions which Grantee by the acceptance of this easement document agrees to keep and perform viz:

- a. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- b. This Easement shall automatically terminate, without the necessity for Grantor or Grantee to take any further action, upon Grantee's abandonment of the utility service to be installed upon the Property. Thereafter, Grantee shall have no further rights pursuant to this Easement and Grantee shall be financially responsible for the removal of all the pipes, vaults and any other support apparatus installed on the Property.
- c. Grantee agrees that it will indemnify and save harmless Grantor, and its Special Districts, elected officials and appointed officers, agents, and/or employees from any and all liability, loss or damage, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees) arising from or connected with any act or omission by Grantee, its agents or employees, arising out of the exercise by Grantee, or its officers, agents or employees, of any of the rights granted to it by this instrument.

- d. It is expressly understood that the Grantor will not be called upon to construct, repair, maintain, or reconstruct any structure or improvement to be erected or constructed pursuant to this Easement Deed and that Grantee, during the course of construction and upon completion of the initial install and any subsequent repair or replacement of the sewer line shall be solely responsible for repairing and restoring the existing street in a manner satisfactory to Grantor.
- e. Grantee shall retain a licensed contractor satisfactory to the City of Los Angeles (the "City") and shall obtain all required building permits to construct the improvements from the City and in addition to any bond required by the City shall, prior to the commencement of the utility installation, require its contractor to obtain a performance and completion bond in the amount of \$50,000 naming the County of Los Angeles as loss payee in the event of default.
- f. The provisions and conditions contained in the Easement shall be binding upon Grantee, its successors and assigns.
- g. Grantee acknowledges that no surface rights are herein created except the right to access the surface for the initial installation and subsequent repair or replacement of the sewer service installed in the easement area.
- h. Grantor reserves the right to use the Property for any and all purposes consistent with enjoyment of the easement herein granted.

Dated _____

COUNTY OF LOS ANGELES

By _____
Gloria Molina
Chair, Board of Supervisors

STATE OF CALIFORNIA))
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this _____ day of _____, 2005, the facsimile signature of _____, Chair of the Board of Supervisors of the County of Los Angeles was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

VIOLET VARONA-LUKENS, Executive Officer
Board of Supervisors, County of Los Angeles

By _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By  Deputy

(deed).1

Exhibit A

LEGAL DISCRIPTION OF A FIVE-FOOT SEWER EASEMENT

A five foot sewer easement over that portion of lot 46 of the Hollywood Heights Tract, as shown on the map recorded in Book 1, page 48 of maps, in the office of the Recorder of the County of Los Angeles, the centerline of which is described as follows:

Beginning at a point in the northerly line of Lot 6, Tract No. 9644, as shown on the map recorded in Book 141, pages 48 and 49 of Maps in the County Recorder of said County, distant easterly along said northerly line 3.50 feet from the most westerly corner of said Lot 6, thence North 45°16'00" West 11.18 feet along that certain course having a bearing and distance of S 45° 16' E 23.50 feet in the easterly line of San Marco Drive as described in the deed to the City of Los Angeles, recorded in Book 7371, page 293 of Official Records of said County to the True Point of Beginning, also being the beginning of a non-tangent curve, concaved to the southeast, having a radius of 37.07 feet, a radial line to said point bearing North 70°13'46" West, thence along said non-tangent curve, though a central angle of 86°25'08", a distance of 55.91 feet to an intersection with said side line of San Marco Drive, the side lines of said five foot easement to be prolonged or shorten to terminate in said side line of San Marco Drive.

Containing 280 Sq. Ft.